

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **RM3055-1**Due Date: **12/17/02 at 3:00 P.M.**

Date Sent: December 4, 2002

Agency Contract

Goods and services to be
 purchased:

IN LIEU OF PREVIOUS RFP* CONDUCT SENIOR CITIZEN TECHNOLOGY FAIR*Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM3055-1

Due Date: 12/17/02

Vendor Name:

***IN LIEU OF PREVIOUS RFP* CONDUCT SENIOR CITIZEN TECHNOLOGY FAIR PER ATTACHED RFP.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.
RX: 200 37000000002

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the

product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

(Revision 2/14/2000 - RFP.Instructions)

REQUEST FOR PROPOSAL (RFP)
DIVISION of AGING & ADULT SERVICES
UTAH STATE DEPARTMENT OF HUMAN SERVICES
RFP # RM3055

1. **PURPOSE & INTENT:** This is an invitation to submit a proposal for the purchase of a service contract to plan and conduct an event, at one or more locations in Utah, providing information and hands on demonstrations to senior citizens and their caretakers on how to utilize current and future computer technology to develop and maintain communications, access information concerning medicare benefits, investigate and arrange for needed services, and obtain information; with the overall objective of maintaining and/or enhancing the senior citizens' ability to live independently.

Preference will be given to organizations who are able to defray part or all of the cost to the State by recruiting cosponsors, vendors, and participants willing to share the costs of the program, and also minimize or eliminate the cost to the attending senior citizens.

2. **GENERAL INFORMATION:**

- a. Submission of Proposals: Five (5) copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Salt Lake City, UT 84114 prior to the closing date and time specified. Proposals received after the due date and time for any reason will be late and ineligible for consideration. Costs incurred in the preparation and submittal of proposals are the responsibility of Offeror and will not be reimbursed. Faxed RFPs will not be accepted.
- b. Amendments to Proposals: Amendments to proposals will be accepted provided they reach the above named location by the final deadline.
- c. Length of Contract: From January 1, 2003 to January 1, 2004 and may be renewable at the discretion of the Division of Aging & Adult Services and by mutual consent for up to two years on a year-to-year basis.
- d. Eligibility: Proposals may be submitted by any public or private nonprofit or profit organization, or if appropriate, by an individual.
- e. Contact Person: Questions regarding the proposal may be addressed to Sheldon Elman, Division of Aging & Adult Services, at (801) 538-3921
- f. Receipt and Registration of Proposals: Proposals will be opened at the office of the Division of Purchasing at 3:00 p.m. on the closing date. The names of the Offerors will become public information.
- g. Evaluation of Proposals: The evaluation shall be done by a review panel of professional persons at a date and time following the final submission. Evaluations will be on the basis of the stated evaluation criteria and the Department of Human Services licensing requirements.

h. Award:

- 1) The Division of Aging & Adult Services reserves the right to reject any and all proposals or withdraw this offer at any time. Award of contract may not necessarily be made at the lowest cost, but will be made in accordance with the evaluation criteria. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the STATE, with the highest scoring evaluation, taking into consideration all factors set forth in this RFP.
- 2) If only one proposal is received in response to this RFP, the Division may make a recommendation to the Purchasing Agent either to make an award or to resolicit for the purpose of obtaining additional proposals.
- 3) Discussions may be held with Offerors submitting potentially acceptable proposals, and may include oral presentations. Factors not specified in the Proposal shall not be considered in determining the award and shall not be negotiated to be included in the contract. Specific proposed services and rates or service costs will be determined at the time of contract negotiation.
- 4) The successful proposal will be open to public inspection for a period of 90 days after award of the contract. The entire proposal will be open unless offeror requests in writing that trade secrets/proprietary data be protected. This request must accompany the proposal. The entire proposal cannot be considered proprietary.

3. **PROGRAM DESCRIPTION/SCOPE OF WORK:**

- a. Description Of Services The Division of Aging & Adult Services needs to conduct one or more technology fairs to introduce senior citizens to the capabilities and uses of internet and computer linkage in assisting the seniors in remaining independent. Fairs shall consist of exhibition hall where products (both hardware and software) will be exhibited and a series of small seminars/workshops held where seniors will be introduced to E-commerce applications and provided a hands on opportunity to use the applications. It is intended that E-commerce vendors will include both private and public entities.
- b. General Description of Services:
 - 1) Program Objective: Coordinate and conduct senior fair, including identification and acquisition of private and public vendors/trainers who are willing to pay participation fees that minimize cost to the State and reduce or eliminate entrance fees to the attendees.
 - 2) Description of the Population to be served: Target group is senior citizens over age 60 and their caregivers.
 - 3) Location: Initially to be conducted in Salt Lake, Utah, or Davis county but designed to be portable and scalable to smaller rural venues
 - 4) How Services Will be Priced. Price to be quoted by event occurrence, scaled for size of audience drawn.
 - 5) Time-Line or Special Phases. First event to occur in first half of calendar year 2003.

c. Proposal Evaluation Criteria with assigned weights:

- 1) Understanding of the problem and scope of work/program objectives, target population defined and needs outlined; program service delivery methodology is fully responsive as defined in scope of the work. **(20%)**
- 2) Soundness of approach; Goals and objectives are realistic and measurable given target population. Description of services is thorough, including timeliness and evaluation criteria. **(20%)**
- 3) Organization and Managerial Capability; agency is a functioning organization that is appropriately qualified. Includes an adequate support organization with an organizational chart included. Geographic location is appropriate for provision of services; liability assurances are provided. Demonstrates adequate financial and organizational resources for providing services **(10%)**
- 4) Adequate description of staff positions, individual staff experience, training, education, availability to provide service. **(5%)**
- 3) Prior experience; experience is in providing specific services or related similar services. **(15%)**
- 4) Cost. **(30%)**

4. **PROPOSAL CONTENT:** To be prepared by the Offeror. The proposal shall consist of three sections.

a. Cover Letter: To contain the following information:

- 1) Name of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from the RFP.
- 2) Certified copy of certificate of incorporation or other duly issued authorization to do business.
- 3) Location of business office and service facilities.
- 4) Name and address of corporate officers or partners and a current organization chart.
- 5) Membership in or approval by a standard-setting professional society if required..
- 6) Statement that attached Proposal meets all requirements of the RFP.
- 7) Request that trade secrets or proprietary information in the proposal be withheld from public inspection if needed.
- 8) Statement that the Offeror agrees to all Standard Terms and Conditions of a Department of Human Services Contract and to all applicable legal requirements including required liability insurance.
- 9) A copy of the W-9 "Request for Taxpayer Identification Number and Certification", or verification of the application for a tax identification number. The completed IRS Form W-9 must be received by the Division prior to initiation of the contract awarded through this RFP. The IRS Form W-9 can be obtained from a local Internal Revenue Service office or the IRS web site at:
<http://www.irs.ustreas.gov/prod/forms-pubs/forms.html>.
- 10) If the offeror is a government entity, complete and return with the proposal the attached Conflict of Interest - Disclosure Statement or the attached Conflict of Interest Certification form. All non-governmental entities must complete the attached Conflict of Interest-Disclosure Statement.

- 11) An endorsement adding the State of Utah as an additional insured and the Certificate of Insurance showing compliance with the applicable insurance provisions of the DHS Service Contract. The insurance company must have an A.M. Best rating of at least A- or better and a class size rating of VII or larger. Documentation from the insurance company showing their rating must be attached to the proposal. (A current copy of the required insurance provisions is in the DHS Service Contract and may be obtained from the Division). If the insurance and endorsement are not in place prior to the proposal due date a letter of intent to comply with the endorsement and insurance requirements must be attached to the proposal. However, the requested endorsement, rating information and certificate must be submitted prior to initiation of the contract.
- 12) Identify the remittance address for all contract payments if a contract is awarded.

b. Technical Proposal: Shall be in narrative format.

1) Required:

- (a) Measurable objectives to meet program goals.
- (b) System for internal evaluation of performance as related to stated objectives.
- (c) Staffing: Number, titles, education and experience, amount of time each staff devote to contracted service, and qualifications needed.
- (d) Demonstrated experience and capability of the Offeror in providing the specific services or similar or related services. Detailed explanation of any contingencies on which the proposal is based.
- (e) Structure of the Offeror's organization, include an organizational chart.
- (f) How the Offeror proposes to meet any required time-lines.

c. Cost Proposal:

Cost should be submitted as a total cost to include all requirements i.e. staff time, travel, preparation, etc. Costs should be scaled in terms of cost per size group served:

- 0-50 persons
- 51-100
- 101-150
- 151-200

PROPOSAL EVALUATION SCORE SHEET

OFFEROR: _____ RATER: _____ SCORE: _____
DATE: _____

PROGRAM PLAN, GOALS, OBJECTIVES possible - 40 pts

- A. Understanding Problem and Scope of the Work: 1 2 3 4 5 x 4
Target population defined and needs outlined; program service delivery methodology is fully responsive as defined in scope of the work.

Total Points: _____

- B. Soundness of Approach: 1 2 3 4 5 x 4
Goals and objectives are realistic and measurable given target population. Description of services is thorough, including timeliness and evaluation criteria.

Total Points: _____

Total Points: _____

COMPETENCE AND RESPONSIBILITY possible - 30 pts

- A. Organization and Managerial Capability: 1 2 3 4 5 x 2
Agency is functioning organization that is appropriately qualified. Includes an adequate support organization with an organizational chart included. Geographic location is appropriate for provision of services; liability assurances are provided. Demonstrates adequate financial and organization resources for providing services.

Total Points: _____

- B. Personnel: 1 2 3 4 5 x 1
Adequate descriptions of staff positions, individual staff experience, training, education ; availability to provide services.

Total Points: _____

- C. Prior Experience: 1 2 3 4 5 x 3
Experience is in providing specific services or related or similar services.

Total Points: _____

Total Points: _____

FISCAL RESPONSIBILITIES possible - 30 pts

COST:

1 2 3 4 5 x 6

Appropriateness of costs in relationship to services.

Costs scaled in incremental size of groupd served.

If offerors are equal, preference will be given to the lower priced proposal.

Total Points: _____

Total Points: _____

SCORE _____

TOTAL

Scoring: Will be based on a scale of zero to five, with five being the highest possible and zero the lowest.

FIVE: Excellent, has potential to produce high quality service

FOUR: Above average, exceeds minimum in some areas

THREE: Acceptable, meets minimum requirements of RFP

TWO: Fair, partially unresponsive

ONE: Inadequate, fails to meet perceived needs

ZERO: Nonresponsive, not addressed in proposal



Department of Human Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

CONFLICT OF INTEREST - DISCLOSURE STATEMENT

Name of Contractor:

Does any employee
in your organization
have a conflict of
interest or potential
conflict of interest?

YES

*(Please use a separate form for each employee with
a conflict or potential conflict, and complete all
applicable portions of the form. Attach additional
sheets as needed.)*

NO

(Please complete the signature section below.)

Dual Employment *(The notary section of this form must be completed for all dual employment conflicts of interest.)*

Name of individual with dual employment:

Title or position with the State of Utah or political
subdivision:

Title or position with the Contractor:

Nature and value of the individual's interest in
Contractor's business entity:

Individual's decision-making authority with the
Contractor and with the State:

How does the Contractor protect DHS from
potentially adverse effects resulting from this
individual's Conflict of Interest?

Related-Party Transactions or Independent Judgment Impaired

Name and position or title
of individual with Conflict
of Interest:

(individual associated
with Contractor):

(individual associated
with other party):

Relationship between identified individuals:

Description of transaction involving identified
individuals and dollar amount (if any):

Decision-making authority of individuals with respect to
that transaction:

Potential effect on this Contract with DHS:

How does the Contractor protect DHS from potentially
adverse effects resulting from this identified Conflict of
Interest?

Signature:

I hereby certify that the information I have given is true
and complete to the best of my knowledge.

Date:

(Name and Title of Person Completing Form)

(Signature)

Date: _____

Notary: *(Must be completed for all dual employment conflicts of interest)*

STATE OF _____)

: ss.

COUNTY OF _____)

SUBSCRIBED to before me this ____ day of _____, ____.

(Seal)

NOTARY PUBLIC _____

Commission Expires _____

DHS/_____ Action: ? Approve ? Deny *? Refer to BIRA

Agency Signature:

DHS/_____ Action: ? Approve ? Deny *? Refer to BIRA

Agency Signature:

DHS/_____ Action: ? Approve ? Deny *? Refer to BIRA

Agency Signature:

*DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit ("BIRA").

BIRA Action Upon DHS/ Referral: ? Approve ? Deny ? Other _____

Revision Date: July 3, 2002

DEPARTMENT OF HUMAN SERVICES

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.